



## THEIS COMMUNICATIONS CONSULTING, LLC

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March 31, 2004

Ms. Lynda L. Dorr  
Secretary to the Commission  
Public Service Commission of Wisconsin  
PO Box 7854  
Madison, Wisconsin 53707-7854

**Re: Application for the Approval of an Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Agreement") Between Cheqtel Communications, Inc. and Sprint Spectrum L.P. ("SPRINT").**

Dear Ms. Dorr:

I am filing this letter and Agreement electronically on behalf of Cheqtel Communications, Inc. ("Cheqtel").

Cheqtel hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Cheqtel and SPRINT. Cheqtel has been authorized by SPRINT to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on SPRINT via U. S. mail at the following address:

Doug M. Puckett  
Sprint PCS  
Attn: Legal/Regulatory  
Mailstop: KSOPHN0241-2A618  
6450 Sprint Parkway  
Overland Park, KS 66251

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

President

Theis Communications Consulting, LLC.

CC: Doug M. Puckett- SPRINT  
CC: Dave Carter- Cheqtel

prior to the incorporation of any such upgrade in its network which will materially impact service or such other period as required by applicable FCC or Commission rule. Each Party shall be solely responsible for the cost and effort of accommodating such changes in its own network.

**15.15 Severability.** If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in force and effect and shall not be affected unless removal of that provision results, in the opinion of either Party, in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language that does not materially alter the economic effect of this Agreement on either Party as stated in Section 13.2.

**15.16 Entire Agreement.** The terms contained in this Agreement and Appendices, tariffs and other documents or instruments referred to herein are hereby incorporated into this Agreement by reference as if set forth fully herein and, constitute the entire Agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Neither Party shall be bound by any preprinted terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by an authorized representative of each Party.

**15.17 Amendments.** This Agreement may not be modified or amended other than by a written instrument executed by both Parties. Any amendment, modification or supplement to this Agreement shall be filed with the Commission and approved by the Commission as may be required by applicable law.

**15.18 Counterparts.** This Agreement may be executed in two or more counterparts, of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement and its Appendices to be executed by their duly authorized representatives.

**Cheqtel Communications, Inc.**

**Sprint Spectrum L.P.**

By: David J. Carter

By: W. Richard Morris

Date: 12/23/03

Date: DEC 19 2003

Printed: David J. Carter

Printed: W. Richard Morris

Title: General Manager

Title: Vice President, External Affairs

